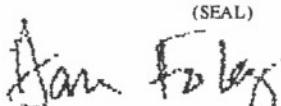


EXHIBIT A

**OHIO CERTIFICATE OF TITLE**

ISSUING CITY MONTGOMERY STATE OF OHIO No. 57 0287 6335  
RESIDENT CITY MONTGOMERY ORIGINAL ISSUE DATE  
04/02/2004

IDENTIFICATION NUMBER <b>4T1BE32K64U284674</b>	PURCHASE PRICE <b>\$20,564.00</b>	YEAR <b>2004</b>	MAKE <b>TOYT</b>	MAKE DESCRIPTION <b>TOYOTA MOTOR CO</b>
COMMENTS		BOD / TYPE <b>4D</b>	MODEL <b>UXS</b>	MODEL DESCRIPTION <b>CAMRY U.S. LE/X</b>
CONVERSION	TAX <b>\$1,542.30</b>	MILEAGE <b>32</b>	EVIDENCE <b>OH MCO - IN STATE</b>	
BRAND(S)	MLG BRAND <b>ACTUAL</b>			
OWNER <b>THOMAS TRAPP</b>				
2564 ACORN DR DAYTON, OH 45419				
PREVIOUS OWNER <b>THE WALKER AUTO GROUP INC</b>				
8457 SPRINGBORO PIKE MIAMISBURG, OH 45342-0000	57131032 ND000948			
FIRST LIENHOLDER <b>GMAC NORTH AMERICA</b>	DATE OF LIEN <b>04/02/2004</b>			
11350 MCCORMICK RD., PO BOX 8134 COCKEYSVILLE, MD 21030				
LIEN DISCHARGE	LIEN DISCHARGE			
Lienholder _____	Lienholder _____			
by _____ CLERK OF COURTS LIEN CANCELLATION	Authorized signature	date	by _____ CLERK OF COURTS LIEN CANCELLATION	date
by _____ Deputy Clerk	date	by _____ Deputy Clerk	date	
WITNESS MY HAND AND OFFICIAL SEAL THIS 2nd DAY OF APRIL, 2004				
7.065855652 (SEAL) 				
 * Z 0 6 5 8 5 5 6 5 2 *				
\$ 065855652				
DAN FOLEY CLERK OF COURTS				
DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.				

VOID IF ALTERED

CD

10:56:59 a.m. 10-02-2006

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PPD TITLE ADMINISTR

**EXHIBIT B****PROMISSORY NOTE AND SECURITY AGREEMENT****FLEXIBLE FINANCE PLAN**

Contract Number [REDACTED]

*4-6*  
**Borrower (and Co-Borrower)-Name and address (Include county and zip code)**  
 THOMAS TRAPP  
 2564 ACORN DR  
 DAYTON MONTGOMERY OH 45419

**Creditor (name and address)**  
 General Motors Acceptance Corporation, North America  
 THE WALKER AUTO GROUP, INC.  
 8457 SPRINGBORO PIKE  
 MIAMISBURG OH 45342

Promise to pay. You, the borrower (and any co-borrower), promise to pay us, the creditor, the Amount Financed and Finance Charge shown below. The Finance Charge will be the prepaid finance charges shown below plus interest on the unpaid balance. The interest will figure the interest on a daily basis at the Base Rate of 2.49% per year.

The word "contract" means this Promissory Note and Security Agreement.

**Description of Vehicle**

New or Used	Year	Make and Model	Vehicle Identification No.	Primary Use
NEW	2004	TOYOTA CAMRY	4T1BE32K64U2B4674	<input checked="" type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural <input type="checkbox"/> business <input type="checkbox"/>

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
<u>12.74</u> %	\$ <u>8167.96</u>	\$ <u>20631.80</u>	\$ <u>28799.76</u>

**Your Payment Schedule Will Be:**

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows
66	\$ 436.36	Monthly beginning <u>04/26/2004</u>	

**Late Charge.** If a payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$15.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle described above.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

**ITEMIZATION OF AMOUNT FINANCED**

1 Amount given to you directly	\$ <u>N/R</u> (1)
2 Amount paid on your Account	\$ <u>N/R</u> (2)
3 To <u>THE WALKER AUTO GROUP</u> (Seller) (3A+B+C+D+E+F+G+H+I+J) (The Seller may be keeping part of the amounts shown as paid to others.)	\$ <u>20631.80</u> (3)
A Net vehicle cost	
(1) Vehicle (including sales tax)	\$ <u>21152.80</u> (1)
(2) Less down payment	
(a) Net trade-in allowance \$ <u>N/A</u> (a)	
(b) Cash down payment \$ <u>1500.00</u> (b)	
(c) Rebate \$ <u>N/A</u> (c)	
(d) Other \$ <u>N/A</u> (d)	
Total down payment	\$ <u>(1500.00)</u> (2)
If total down payment is negative, enter "0" and see 3J below)	\$ <u>19652.80</u> (A)
B Cost of optional credit life insurance paid to the insurance company or companies	\$ <u>N/R</u> (B)
C Cost of optional credit disability insurance paid to the insurance company or companies	\$ <u>N/R</u> (C)
D Cost of other insurance paid to the insurance company or companies	\$ <u>N/R</u> (D)
E Government agency fees (describe)	\$ <u>5.00</u> (E)
LIEN NOTATION FEE	\$ <u>5.00</u> (E)
F Government taxes not included above (describe)	\$ <u>N/R</u> (F)
G Government license and/or registration fees (itemize)	\$ <u>5.00</u> (1)
(1) <u>LIC = \$ 5.00</u>	\$ <u>5.00</u> (1)
(2) _____	\$ <u>N/R</u> (2)
H Government certificate of title fees	\$ <u>5.00</u> (G)
I Other amounts (Identify who will receive payment and describe purpose) ____ to _____ for _____	\$ <u>5.00</u> (H)

**Insurance.** You may buy the physical damage insurance coverage required by this contract from anyone you choose. It is acceptable to us. You are not required to buy it or other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

**Check the insurance you want and sign below:****Optional Credit Insurance.**

Credit Life:  Borrower  Co-Borrower  Both

Credit Disability (Borrower Only)

**Premium:**

Credit Life \$ N/A

Credit Disability \$ N/A

N/A

(Insurance Company)

N/A

(Home Office Address)

Credit life and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

**Optional Credit Insurance Cancellation Right.** You have the right for twenty-five days from the date of this contract to cancel all credit life and credit disability obtained at your request in connection with this contract. If you cancel this insurance within the twenty-five days, you will receive a full refund of the insurance premium. To cancel, you must give a written notice to us and return all credit insurance policies or certificates or notices of proposed credit insurance to us within the twenty-five days.

**Other Insurance.**

N/A Type of Insurance N/A Term

Premium \$ N/A

N/A

(Insurance Company)

N/A

(Home Office Address)

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PDP TITLE ADMINISTR

12.74 %	\$ 8167.96	\$ 20631.80	\$ 28799.76
<b>Your Payment Schedule Will Be:</b>			
Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows
66	\$ 436.36	Monthly beginning 04/26/2004	

**Late Charge.** If a payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$15.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle described above.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

**ITEMIZATION OF AMOUNT FINANCED**

1 Amount given to you directly	\$ N/A (1)
2 Amount paid on your Account	\$ N/A (2)
3 To THE WALKER AUTO GROUP Seller (3A+B+C+D+E+F+G+H+I+J) (The Seller may be keeping part of the amounts shown as paid to others.)	\$ 20631.80 (3)
A Net vehicle cost	
(1) Vehicle (including sales tax)	\$ 21152.80
(2) Less down payment	
(a) Net trade-in allowance \$ N/A (a)	
(b) Cash down payment \$ 1500.00 (b)	
(c) Rebate \$ N/A (c)	
(d) Other \$ N/A (d)	
Total down payment \$ (1500.00) (2) \$ 19652.80 (A)	
(if total down payment is negative, enter "0" and see 3J below)	
B Cost of optional credit life insurance paid to the insurance company or companies	\$ N/A (B)
C Cost of optional credit disability insurance paid to the insurance company or companies	\$ N/A (C)
D Cost of other insurance paid to the insurance company or companies	\$ N/A (D)
E Government agency fees (describe) LIEN NOTATION FEE \$ 5.00 (E)	
F Government taxes not included above (describe)	\$ N/A (F)
G Government license and/or registration fees (itemize)	\$ 5.00 (G)
(1) LIC \$ 5.00 (1)	
(2) _____ \$ N/A (2)	
H Government certificate of title fees	\$ 5.00 (H)
I Other amounts (Identify who will receive payment and describe purpose)	\$ N/A (I)
(1) to DEALER ALLTR for \$ 964.00 (1)	
(2) to _____ for \$ N/A (2)	
(3) to _____ for \$ N/A (3)	
(4) to _____ for \$ N/A (4)	
J Net trade-in payoff to	\$ N/A (J)
4 Plus: Loan origination fee paid to creditor	\$ 125.00 (4)
5 Less: Prepaid finance charge	\$ 125.00 (5)
6 Total Amount financed (1+2+3+4-5)	\$ 20631.80 (6)

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and we must sign it. No oral changes are binding. Borrower (and any Co-Borrower) initials 22M7.

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

You authorize us to disburse funds as specified above in the itemization of Amount Financed.

You agree to the terms of this contract and confirm that you received a completely filled-in copy when you signed it.

Borrower Signs Thomas J. Tapp Date 03/26/2004 Co-Borrower Signs \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower and Other Owners - A co-borrower is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The co-borrower or other owner knows that we have a security interest in the vehicle and consents to the security interest.

Other owner signs here

Editor Signs GMAC, NORTH AMERICA Date 03/26/2004

Address

By CGM Title Camp

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→ Motors Acceptance Corporation, North America. All Rights Reserved

ORIGINAL

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PDP TITLE ADMINISTR

## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will treat any prepaid finance charges as fully earned on the date of this contract. We will figure the interest that makes up the rest of the finance charge on a daily basis at the Base Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We will apply each payment first to the earned and unpaid part of the Finance Charge, and then to the unpaid part of the Amount Financed.
- c. How late payments or early payments change what you must pay. We based the Finance Charge and Total of Payments shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge and Total of Payments will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

### 2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest. You give us a security interest in:
  1. The vehicle and all parts or goods installed in it;
  2. All money or goods received (proceeds) for the vehicle;
  3. All insurance, maintenance, service, or other contracts we finance for you; and
  4. All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we decide, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge at the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, we will subtract the refund from what you owe except refunds for credit insurance you cancel that we pay to you directly.

### YOU MAY PREPAY

You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

**NOTE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

### 4. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on payment we receive more than ten days late. The charge is on the Acceptance of a late payment or late charge does not excuse your payment or mean that you may keep making late payments. If you late, we may also take the steps described below.
- b. You may have to pay all you owe at once. If you break promises (default), we may demand that you pay all you owe or contract at once. Default means:
  1. You do not pay any payment on time;
  2. You start a proceeding in bankruptcy or one is started against your property; or
  3. You break any agreements in this contract.The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, late charges, and any amounts due because you defaulted.
- c. You may have to pay collection costs. If we sue to collect what you owe, you will pay the costs, fees, and disbursements to which we entitled by law.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the highest lawful rate until you pay.

- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

- h. Dishonored Check Charge. If you try to pay any portion of an amount you owe with a check that is dishonored, you will have to pay a charge of \$20.

### 5. APPLICABLE LAW

Federal law and Ohio law apply to this contract.

vehicle, you agree to repay the amount when we ask for it.

c. Security interest. You give us a security interest in:

1. The vehicle and all parts or goods installed in it;
2. All money or goods received (proceeds) for the vehicle;
3. All insurance, maintenance, service, or other contracts we finance for you; and
4. All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we decide, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge at the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, we will subtract the refund from what you owe except refunds for credit insurance you cancel that we pay to you directly.

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3. YOU MAY PREPAY

You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Borrower/Co-Borrower (debtor) will not assert against any subsequent holder or assignee of this contract any claims or defenses the Borrower/Co-Borrower (debtor) may have against the seller or manufacturer of the goods or equipment which are provided as security under this contract.

e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how to pay to redeem. Your right to redeem ends when we sell the vehicle.

f. We will sell the vehicle if you do not get it back. If you redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, toward what you owe. Allowed expenses are expenses we pay as a result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you. If the amount from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we will charge you interest at the highest lawful rate until you pay.

g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we reposess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe to repair the vehicle. If the vehicle is a total loss because it is destroyed, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

h. Dishonored Check Charge. If you try to pay any portion of an amount you owe with a check that is dishonored, you will have to pay a charge of \$20.

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5. APPLICABLE LAW

Federal law and Ohio law apply to this contract.

N.A.D.A. Official Used Car Guide  
Vehicle Summary N.A.D.A. Values  
9/28/2007

EXHIBIT C

Region: Central September, 2007 Stock #:  
Vehicle Description: 2004 TOYOTA VIN: 4T1BE32K64U284674  
Camry-4 Cyl.  
Sedan 4D LE  
MSRP: \$19,045 Weight: 3,086  
Mileage: 50,001

	<u>Clean</u> <u>Retail</u>	<u>Clean</u> <u>Trade-In</u>	<u>Loan</u>
<b>Base Value</b>	\$14,450	\$12,100	\$10,900

**Option Total** \$0 \$0 \$0

**Mileage Adjustment** \$0 \$0 \$0

**Total N.A.D.A. Official Used Car Guide  
Values** \$14,450 \$12,100 \$10,900

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RETAIL VALUE: \$14,450.00